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4 Attorney for Plaintiffs

5  
6 United States District Court  
7 Eastern District of Washington  
Before the Hon. Salvador Mendoza, Jr.

8 REGINALD BLAIR and PETER  
9 SHARP,

10 Plaintiff,

No. 2:19-CV-00083-SMJ

11 v.

12 SOAP LAKE NATURAL SPA &  
13 RESORT LLC, and SHERRY  
XIAO,

14 Defendant.

15 Plaintiffs' Amended Answer to  
16 Defendants' Counterclaims  
17 and Affirmative Defenses

18 Plaintiffs (hereinafter counterclaim defendants), through their  
19 attorney of record, answer Defendants' (hereinafter counterclaim  
20 plaintiffs) counterclaims as follows:

1. Counterclaim defendants admit that Soap Lake Natural Spa &  
Resort, LLC is doing business in Grant County, WA. Counterclaim

1 defendants deny Soap Lake Resort is a limited license corporation.

2 Except as expressly admitted, counterclaim defendants deny the  
3 allegations in paragraph 1 of the counterclaim.

4 2. On information and belief, counterclaim defendants admit the  
5 allegations in paragraph 2 of the counterclaim.

6 3. Counterclaim defendant Blair admits that he began his  
7 residency in Grant County, WA on about March 1, 2018 and ended  
8 his residency in Grant County, WA on about March 17, 2019. On  
9 information and belief, counterclaim defendants Bean and Sharp  
10 admit the same. Except as expressly admitted, counterclaim  
11 defendants deny the allegations in paragraph 3 of the counterclaim.

12 4. Counterclaim defendant Bean admits the allegations in  
13 paragraph 4 of the counterclaim. On information and belief,  
14 counterclaim defendants Blair and Sharp admit the same. Except as  
15 expressly admitted, counterclaim defendants deny the allegations in  
16 paragraph 4 of the counterclaim.

17 5. Counterclaim defendant Sharp admits he began his residency  
18 in Grant County, WA in about March 2018 and has continued to  
19 reside there until the present date. On information and belief,  
20 counterclaim defendants Bean and Blair admit the same. Except as

1 expressly admitted, counterclaim defendants deny the allegations in  
2 paragraph 5 of the counterclaim.

3 6. Paragraph 6 of the counterclaim states a legal conclusion for  
4 which no response is required. To the extent a response is required,  
5 counterclaim defendants deny the allegations contained in  
6 paragraph 6 of the counterclaim.

7 7. Counterclaim defendants admit counterclaim defendants Bean  
8 and Sharp are residents of the state in which the Eastern District of  
9 Washington is located. Counterclaim defendants deny counterclaim  
10 defendant Blair is a resident of the state in which the Eastern District  
11 of Washington is located. Counterclaim defendants admit the alleged  
12 events and omissions giving rise to counterclaim plaintiffs' claims  
13 occurred, if at all, in the Eastern District of Washington and venue is  
14 proper in this district. Except as expressly admitted, counterclaim  
15 defendants deny the allegations in paragraph 7 of the counterclaim.

16 8. Counterclaim defendants admit counterclaim defendant Blair  
17 had authority to use counterclaim plaintiffs' company business card  
18 for business related purchases, including but not limited to gasoline  
19 for commuting and gasoline for running business errands. Except as  
20

1 expressly admitted, counterclaim defendants deny the allegations in  
2 paragraph 8 of the counterclaim.

3 9. Counterclaim defendants deny the allegations in paragraph 9 of  
4 the counterclaim.

5 10. Counterclaim defendants deny the allegations in paragraph 10  
6 of the counterclaim.

7 11. Counterclaim defendants lack sufficient knowledge,  
8 information or belief to answer the allegations in paragraph 11 of the  
9 counterclaim and therefore deny the same.

10 12. Counterclaim defendant Blair admits he travelled to the Seattle  
11 area with his mother during his employment with counterclaim  
12 plaintiffs, and that he used the company business card for expenses  
13 on that trip with the knowledge and consent of counterclaim  
14 plaintiffs. Counterclaim defendants Bean and Sharp lack sufficient  
15 knowledge, information or belief to answer the allegations in  
16 paragraph 12 of the counterclaim and therefore deny the same.  
17 Except as expressly admitted, counterclaim defendants deny the  
18 allegations in paragraph 12 of the counterclaim.

19 13. Counterclaim defendant Blair admits he used counterclaim  
20 plaintiffs' company business card with the knowledge and consent of

1 counterclaim plaintiffs. Counterclaim defendants Bean and Sharp  
2 lack sufficient knowledge, information or belief to answer the  
3 allegations in paragraph 13 of the counterclaim and therefore deny  
4 the same. Except as expressly admitted, counterclaim defendants  
5 deny the allegations in paragraph 13 of the counterclaim.

6 14. Counterclaim defendant Blair admits he purchased seafood  
7 from a seafood vendor. Counterclaim defendants Bean and Sharp  
8 lack sufficient knowledge, information or belief to answer the  
9 allegations in paragraph 14 of the counterclaim and therefore deny  
10 the same. Counterclaim defendant Blair lacks sufficient knowledge,  
11 information or belief to answer what counterclaim plaintiffs  
12 "discovered" and therefore denies the same. Counterclaim defendant  
13 Blair denies he took any of the seafood for personal use. Except as  
14 expressly admitted, counterclaim defendants deny the allegations in  
15 paragraph 14 of the counterclaim.

16 15. Counterclaim defendants deny they removed any inventory  
17 from counterclaim plaintiffs' business. Counterclaim defendants lack  
18 sufficient knowledge, information or belief to answer the remaining  
19 allegations in paragraph 15 of the counterclaim and therefore deny  
20 the same.

1 16. Counterclaim defendants deny they removed the wine from  
2 counterclaim plaintiffs' business. Counterclaim defendants lack  
3 sufficient knowledge, information or belief to answer the remaining  
4 allegations in paragraph 16 of the counterclaim and therefore deny  
5 the same.

6 17. Counterclaim defendants admit counterclaim plaintiffs  
7 discharged them from employment on June 27, 2018. Except as  
8 expressly admitted, counterclaim defendants deny the allegations in  
9 paragraph 17 of the counterclaim.

10 18. Counterclaim defendants admit that Soap Lake Resort had a  
11 video surveillance system. Except as expressly admitted,  
12 counterclaim defendants deny the allegations in paragraph 18 of the  
13 counterclaim.

14 19. Counterclaim defendants deny the allegations in paragraph 19  
15 of the counterclaim.

16 20. Counterclaim defendant Sharp admits that he took his table  
17 saw with him when he was discharged. Counterclaim defendant  
18 Sharp admits that he took his couch from counterclaim plaintiffs'  
19 workplace. Counterclaim defendant Sharp denies he took a  
20 compressor, color printer, master key, or graph [sic] design software

1 with him when he was discharged. Counterclaim defendants Bean  
2 and Blair lack sufficient knowledge, information or belief to answer  
3 the allegations in paragraph 20 of the counterclaim and therefore  
4 deny the same. Except as expressly admitted, counterclaim  
5 defendants deny the allegations in paragraph 20 of the counterclaim.

6 21. Counterclaim defendants admit that Soap Lake Resort  
7 employed counterclaim defendant Sharp's son, Keaton Sharp. Except  
8 as expressly admitted, counterclaim defendants deny the allegations  
9 in paragraph 21 of the counterclaim.

10 22. Paragraph 22 of the counterclaim re-alleges paragraphs 8-21  
11 of the counterclaim. Counterclaim defendants incorporate their  
12 previous answers by reference. To the extent such incorporation is  
13 ineffective, counterclaim defendants deny the allegations in  
14 paragraph 22 of the counterclaim.

15 23. Counterclaim defendants deny the allegations in paragraph 23  
16 of the counterclaim.

17 24. Paragraph 24 of the counterclaim re-alleges paragraphs 8-21  
18 of the counterclaim. Counterclaim defendants incorporate their  
19 previous answers by reference. To the extent such incorporation is  
20

1 ineffective, counterclaim defendants deny the allegations in  
2 paragraph 24 of the counterclaim.

3 25. Counterclaim defendants deny the allegations in paragraph 25  
4 of the counterclaim.

5 26. Paragraph 26 of the counterclaim re-alleges paragraphs 8-21  
6 of the counterclaim. Counterclaim defendants incorporate their  
7 previous answers by reference. To the extent such incorporation  
8 corporate is ineffective, counterclaim defendants deny the allegations  
9 in paragraph 26 of the counterclaim.

10 27. Counterclaim defendants deny the allegations in paragraph 27  
11 of the counterclaim.

12 28. Paragraph 28 of the counterclaim re-alleges paragraphs 8-21  
13 of the counterclaim. Counterclaim defendants incorporate their  
14 previous answers by reference. To the extent such incorporation is  
15 ineffective, counterclaim defendants deny the allegations in  
16 paragraph 28 of the counterclaim.

17 29. Counterclaim defendants deny the allegations in paragraph 29  
18 of the counterclaim.

19 30. Paragraph 30 of the counterclaim re-alleges the paragraphs 8-  
20 21 of the Counterclaim. Counterclaim defendants incorporate their

1 previous answers by reference. To the extent such incorporation is  
2 ineffective, counterclaim defendants deny the allegations in  
3 paragraph 30 of the counterclaim.

4 31. Counterclaim defendants deny the allegations in paragraph 31  
5 of the counterclaim.

6 32. Paragraph 32 of the counterclaim re-alleges paragraphs 8-21 of  
7 the counterclaim. Counterclaim defendants incorporate their  
8 previous answers by reference. To the extent such incorporation is  
9 ineffective, counterclaim defendants deny the allegations in  
10 paragraph 32 of the counterclaim.

11 33. Counterclaim defendants deny counterclaim plaintiffs are  
12 entitled to any relief and therefore deny the allegations in paragraph  
13 33 of the counterclaim.

14 **Affirmative Defenses**

15 1. Counterclaim plaintiffs' counterclaims fail to state a claim  
16 upon which relief can be granted.

17 2. As a result of counterclaim plaintiffs' actions, counterclaim  
18 plaintiffs waived any right to relief and/or are estopped from  
19 maintaining their claims against counterclaim defendants.

- 1       3. Counterclaim plaintiffs' counterclaims are barred in whole or
- 2              in part due to payment.
- 3       4. Counterclaim plaintiffs' counterclaims are barred in whole or
- 4              in part due to consent.
- 5       5. Counterclaim plaintiffs failed to mitigate their damages.
- 6       6. Counterclaim defendants are immune from civil liability under
- 7              RCW 4.24.510 (the Anti-SLAPP statute) and entitled to costs,
- 8              reasonable attorneys' fees, and statutory damages of \$10,000
- 9              per plaintiff.
- 10      7. Counterclaim defendants reserve the right to assert additional
- 11              affirmative defenses and defenses as may appear applicable
- 12              during the course of litigation.

13

14 Dated: July 12, 2022

Respectfully Submitted,

15              s/Adam R. Pechtel  
16              Adam R. Pechtel/ WSBA #43743  
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1 SERVICE CERTIFICATE

2 I certify that July 12, 2022, I electronically filed the foregoing with  
3 the District Court Clerk using the CM/ECF System, which will send  
4 notification of such filing to the following:

5

6 Jerry Moberg, Attorney for Defendants

7 James Baker, Attorney for Defendants

8

9 s/Adam R. Pechtel

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